GREEWYLLE CO. Mortgagee's Address: edmont Center, Suite 103 10 28 AH 300 Villa Road DONNIE S. JANKERSEEY enville, S. C. 29607

FEE SIMPLE R.H.C. 27247 INV L

SECOND MORTGAGE

1980, by and between CALVIN O, CLEVELAND and JUANITA I, CLEVELAND OCK 1494 PAGE 328 THIS MORTGAGE, made this 28thday of January

(the "Mortgagor") and UNION HOME LOAN CORPORATION OF SOUTH CAROLINA, a body corporate (the "Mortgagee"),

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of Twelve Thousand Five Hundred), (the "Mortgage Debt"), for which amount the Eighty-Nine & 50/100-Dollars (\$12,589,50)

Mortgagor has signed and delivered a promissory note (the "Note") of even date herewith payable to the Mortgagee, or order, the final installment thereof being due on February 15, 1987

KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the condition of the said note, and also in consideration of the further sum ONE DOLLAR, to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presence do grant, bargain, sell and release unto the said mortgagee:

ALL that piece, parcel or lot of land situate, lying and being on the southwestern side of Pinefield Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 189 on plat of South Forest Estates, Addition No. 1, prepared by Pickell & Pickell. Engineers, dated October 1956, recorded in Plat Book EE at Page 195 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the southwestern side of Pinefield Drive at the joint front corner of Lots 188 and 189 and running thence S. 44-25 W. 230 feet to an iron pin; thence S. 50-13 E. 80.25 feet to an iron pin; thence N. 44-25 E. 223.5 feet to an iron pin on the southwestern side of Pinefield Drive; thence along said drive N. 45-35 W. 80 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Nancy Myrl Roberson Jones recorded April 16, 1976 in Deed Book 1034 at Page 802,

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining. The Calland and improvements are hereinafter referred to as the "property".

SUBJECT to a prior mortgage dated April 15, 1976, and recorded in the Office of the Register of Mesne Conveyance

(Clerk of Court) of Greenville County in Mortgage Book 1364, page 997 in favor of First

Federal Savings and Loan Association.

TO HAVE AND TO HOLD all and singular the said not TO HAVE AND TO HOLD all and singular the said premises unto the said mortgagee, its successors and assigns forever, and the mortgagor hereby binds himself, his successors, heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against himself, his successors, heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, that the Mortgagor shall well and truly pay or cause to be paid the Mortgage Debt hereby secured when Oherein on the Mortgagor's part to be performed, then this Mortgage shall be void. pand as the same shall become due and payable according to the tenor of the said Note and shall perform all the covenants

- Contract Labore